



Official copy of register of title

Title number TGL469846

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- Issued on 16 November 2023.
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- For information about the register of title, see www.gov.uk/land-registry.
- This title is dealt with by HM Land Registry Durham Office.

A: Property register

This register describes the land and estate comprised in the title.

NEWHAM

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Part of King George V Dock and access road lying to the south of London City Airport, London.
- 2 (22.03.2017) The Transfer dated 27 February 2017 referred to in the Charges Register contains a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.
- 3 (22.03.2017) The land has the benefit of any legal easements granted by a Deed dated 27 February 2017 made between (1) GLA Land and Property Limited (2) Royal Docks Management Authority Limited and (3) AMI Property Holdings Limited and others.

NOTE: Copy filed under EGL240722.

B: Proprietorship register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (22.03.2017) PROPRIETOR: LONDON CITY AIRPORT LIMITED (Co. Regn. No. 01963361) of City Aviation House, London City Airport, London E16 2PB.
- 2 (22.03.2017) The price stated to have been paid on 27 February 2017 was £7,550,000 plus £1,510,000 VAT.



B: Proprietorship register continued

- 3 (22.03.2017) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number EGL274217 or their conveyancer that the provisions of clause 12.5(i) of the Transfer dated 27 February 2017 referred to in the Charges Register have been complied with or that they do not apply to the disposition.
- 4 (22.03.2017) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number EGL274217 or their conveyancer that the provisions of Clause 3.11 of the Deed dated 27 February 2017 referred to in the Property Register have been complied with or that they do not apply to the disposition.
- 5 (22.03.2017) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 27 February 2017 in favour of The Royal Bank of Scotland PLC referred to in the Charges Register or their conveyancer.

C: Charges register

This register contains any charges and other matters that affect the land.

- 1 (22.03.2017) The parts of the land affected thereby are subject to such rights as are granted thereover by the leases notice of which was entered in the registers of title numbers EGL258669, EGL465048, EGL274217 and EGL291578 prior to 22 March 2017.

NOTE: The 22 March 2017 is the registration date of the Transfer dated 27 February 2017 referred to above.
- 2 A Conveyance of the land edged and numbered 1 in brown on the title plan and other land dated 10 December 1853 made between (1) George Parker Bidder and (2) John Stemp contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 3 A Conveyance of the land edged and numbered 2 in brown on the title plan and other land dated 10 February 1854 made between (1) George Parker Bidder (2) John Hall and (3) Francis Charles Gibbs contained the following restrictive stipulations:-

the said John Hall for himself his heirs executors administrators and assigns covenanted and declared with and to the said George Parker Bidder his appointees heirs and assigns that he the said John Hall his heirs executors administrators or assigns should not nor would sell or manufacture in or upon the land or upon any part thereof any Coal or Coke for use upon the Eastern Counties Railway and also that he or they should not nor would carry on or permit and suffer to be carried on in and upon the land or any part thereof any offensive trade.
- 4 Two Conveyances of the land tinted yellow on the title plan and other land dated 29 December 1859 made between (1) Sir Samuel Morton Peto Baronet and George Parker Bidder and (2) Victoria (London) Dock Company and 20 February

C: Charges register continued

1860 made between (1) Victoria (London) Dock Company (2) George Parker Bidder and (3) Sydney Gedge contained the following restrictive stipulations:

against the erection of Docks without the written permission of the Victoria (London) Dock Company.

AND to the rights and powers of the Dagenham Commissioners as to the construction maintenance and repair of sea walls and drainage and other works of a like nature and generally to the Acts relating to Commissions of Sewers.

5 A Conveyance of the land edged and numbered 3 in brown on the title plan and other land dated 5 December 1910 made between (1) Edward Sampson Govil and (2) Harry Osborn contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

6 A Conveyance of the land edged and numbered 4 in brown on the title plan and other land dated 19 May 1913 made between (1) Alice Elizabeth Barwick and (2) Port of London Authority contains the following covenants:-

Not to land or deposit on said land or upon any part thereof nor make nor manufacture in and upon the same or any part thereof any coal or coke for the purpose of being carried and conveyed upon and by the North Woolwich Railway the Eastern Counties and Thames Junction Railway the Eastern Railway or any of the lines of Railway or branch lines of Railway now belonging or hereafter to belong to the Eastern Counties Railway Company for sale upon or adjoining the said Railways or at any stations or depots in connection therewith or for sale at any other place or places or upon any other lines to which the said North Woolwich Railway Eastern Counties and Thames Junction Railway or Eastern Counties Railway may lead. Not to carry on or permit and suffer to be carried on in and upon the said piece of land or any shops houses or premises to be erected thereupon any noxious noisy or offensive trade or business whatsoever.

7 The parts of the land in this title affected thereby are subject to the following rights contained in an Agreement for Lease of the adjoining land known as the London City Airport or Stolport Site dated 8 March 1988 made between (1) The Port of London Authority (PLA) and (2) John Mowlem and Company PLC for 60 years from the date and subject to determination as therein mentioned.

SCHEDULE 3

The Tenant's Rights

1. The unobstructed passage of water, soil, gas and electricity from and to the premises through any service connections of the PLA which serve but are not within the premises.

2. Full and free right of access over or under the water of The Royal Albert and King George V Docks in order to effect repairs to and maintenance of the Dock walls and structures forming part of the premises to operate efficient fire fighting services by boat and to operate safely patrol boats in connection with the enforcement of air safety.

3. Full and free right of access for aircraft whilst in the air over neighbouring land and property of the PLA.



C: Charges register continued

By a Deed of Variation dated 13 January 1986 made between (1) The Port of London Authority and (2) Mowlem Developments Limited the said rights were varied as follows:-

Schedule 3

In Schedule 3, paragraph 1 the words "together with a full and free right of access to such service connections for the purpose of repair maintenance cleansing replacement and inspect thereof" shall be inserted at the end of the paragraph

In paragraph 3 the words "at the date hereof in the ownership" shall be inserted after the word "property" in the final Line

NOTE: The rights set out in paragraph 1 and 3 (as varied) affect the whole of the land in this title. The rights set out in paragraph 2 only affect the water areas of the King George V Dock.

- 8 A Deed dated 6 August 1990 made between (1) London City Airport Limited (Company) and (2) London Docklands Development Corporation (Corporation) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 9 The land is subject for the term therein stated to rights in case of emergency only to pass and repass over emergency accessways contained in a Deed of Grant dated 7 November 1991 made between (1) London Docklands Development Corporation (2) London City Airport (Developments) Limited (3) London City Airport Limited (4) John Mowlem and Company PLC and (5) The Port of London Authority upon the terms therein mentioned.

NOTE: Copy filed under EGL258669.

- 10 (22.05.1995) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant and Covenant dated 15 November 1994 made between (1) London Docklands Development Corporation (LDDC), (2) Port of London Authority (PLA), (3) London City Airport Limited (LCA), (4) Royal Docks Management Authority Limited (RODMA) and (5) Stolport Properties Limited:-

"LDDC as beneficial owner for the freehold interest in the LDDC land and RODMA as lessee under the RODMA Lease hereby respectively grant to PLA as appurtenant to its freehold interest in the Property the rights set out in the First Schedule hereto TO HOLD the same unto the PLA in fee simple

THE FIRST SCHEDULE

Rights

1. Services

The unobstructed passage of water soil gas and electricity from and to the Property to any service connections of LDDC and/or RODMA situated in under or over the LDDC land or the RODMA premises and which at the date of this Deed serve the Property together with full and free right of access to such service connections for the purpose of repair maintenance cleansing replacement and inspection thereof Provided that LDDC and/or RODMA shall be at liberty to divert the route of the service connections situated on their land to a route or routes not materially less convenient or commodious to the PLA or LCA subject to LDDC or RODMA (as the case may be):-

C: Charges register continued

(i) carrying out all necessary works of diversion at its or their own cost and as expeditiously as reasonably possible

(ii) in the event that such diversion causes the use of the service connections to be temporarily interrupted to provide at its or their own cost alternative temporary facilities or service connections during the period in which the permanent service connections are out of use so that the passage of services to the Property is not interrupted save at times of minimum inconvenience approved by the PLA and LCA (such approval not to be unreasonably withheld taking into account the requirement of the PLA and LCA to operate the business at the time carried on on the Property and the need for LDDC or RODMA (as the case may be) to vary the service route and

(iii) to indemnify LCA and the PLA against all liabilities which they may incur as a result of the default or negligence on the part of LDDC or RODMA (as the case may be) in complying with their obligations contained in this proviso

2. Repairs to the dock wall, etc

Full and free right of access over or under those parts of the water of the Docks as may be reasonably required in order to effect repairs to and maintenance of the dock walls or other structures which may from time to time form part of or support the Property.

3. Safety patrol boats, etc

The full and free right to operate without charge by LDDC or RODMA efficient fire fighting services by boat and to operate safety patrol boats in connection with the enforcement of air safety over the navigable parts of the Docks provided that if LADD and/or RODMAN shall at any time construct or erect buildings or other structures in on over or under the Docks then this right shall apply only to the residue of the navigable areas of the docks remaining after the construction or erection of such buildings or structures but so that no such buildings or structures shall be erected so as to prevent access by fire fighting boats or patrol boats alongside the Property unless a right of access for fire fighting and safety purposes shall be granted to the PLA and LCA over access routes on such buildings or structures for the purposes of fire fighting and enforcement of air safety.

4. Projections

The right to retain all such projections as exist on the date of this Deed over the Docks from the Property and with the prior consent in writing of LDDC and RODMA (such consents not to be unreasonably withheld or delayed) to erect or place such other similar projections over the Docks form the Property as may be reasonably required for the safe and efficient operation of the business then carried on on the Property".

The said deed also contains the following covenants by the grantor:-

"In consideration of the premises LDDC as freehold owner of the LDDC land hereby covenants with PLA as legal owner of the Property and with Stolport as beneficial owner to observe and perform the covenants set out in part 1 of the Second Schedule hereto

LDDC as freehold owner of the LDDC land and RODMA as lessee under the RODMA Lease hereby severally covenant with LCA and as a separate covenant with PLA and Stolport to observe and perform the covenants set out in part 2 of the Second Schedule hereto.



C: Charges register continued

THE SECOND SCHEDULE

Part 1

LDDC covenant

1. Water levels

LDDC to provide so far as not prevented by circumstances beyond their control a water level within the Docks which lies between a minimum of 3.44 metres above ODN (Ordnance Datum Newlyn) and maximum of 4.24 metres above ODN.

2. London Docklands Development Corporation Bill

LDDC shall not exercise the powers conferred by or under the London Docklands Development Corporation Act 1994 ("the Act"), including the powers of the Harbour, Docks and Piers Clauses Act 1847 as applied by the Act, so as to interfere unreasonably with, or, except with the agreement of the PLA, to extinguish the rights set out in the First Schedule hereto

Part 2

LDDC and RODMA covenant

Ship movements

LDDC and RODMA to give at least six hours notice to LCA and PLA (except in case of emergency) of any impending movement of vessels into the Docks or the King George V Lock entrance likely to affect aircraft movements in and out of the Property so that such movements of vessels can be co-ordinated with aircraft movements.

Not to dispose

LDDC and RODMA shall not effect any dealing with the Docks without requiring the person or persons to whom such dealing is made to enter into a covenant with PLA in like terms to those contained in (in the case of LDDC) part 1 of this Schedule and (in the case of LDDC and RODMA) this part of this Schedule and in this paragraph the expression "dealing" shall mean any sale transfer assignment or transaction whereby a navigable part of the Docks (not being built in on or over) passes to another person or persons.

NOTE: The definitions used in the Deed are as follows:-

"RODMA Lease

The Lease dated 28 September 1990 and made between LDDC (1) and RODMA (2) whereby the RODMA premises were demised by LDDC to RODMA for the term of 225 years from 28 September 1990.

Property

C: Charges register continued

All that property known as London City Airport Connaught Road in the London Borough of Newham and the fuel storage area adjacent thereto as the same are registered at Land Registry under titles numbers EGL147506 AND EGL240948.

LDDC Land

The land and buildings at the Royal Docks in the London Borough of Newham at the date hereof comprised within title number EGL258669 and (but for the purpose only of the right set out in paragraph 1 of the First Schedule hereto) the land and buildings at the Royal Docks comprised in title numbers EGL218658 and EGL243390 and the land transferred to the LDDC by a Transfer of even date herewith and known as Plot 499B and each and every part of all such land and buildings.

RODMA premises

The premises at the date hereof comprised within the RODMA Lease.

DOCKS

The Royal Albert Dock and the King George V Dock in the London Borough of Newham as at the date hereof."

- 11 (25.06.1999) The land is subject to the easements granted by a lease of five electricity sub stations dated 29 January 1999 made between (1) Urban Regeneration Agency (known as English Partnerships) and (2) Scottish and Southern Energy PLC for a term of 99 years from 29 January 1999.

NOTE: Copy filed under EGL389125.

- 12 (20.09.2006) The land is subject to the rights in favour of Docklands Light Railway Limited as more particularly described and defined in a General Vesting Declaration dated 28 March 2006.

NOTE: Copy General Vesting Declaration filed under EGL509747.

- 13 (19.06.2007) The land is subject to the rights in favour of Docklands Light Railway Limited as more particularly described and defined in a General Vesting Declaration dated 12 February 2007.

NOTE: Copy General Vesting Declaration filed under EGL522957.

- 14 (26.11.2010) The land is subject to the rights created by a General Vesting Declaration dated 26 February 2009 by Docklands Light Railway Limited.

- 15 (19.11.2010) The land is subject to the rights created by a General Vesting Declaration dated 1 April 2009 by Docklands Light Railway Limited.

- 16 (16.04.2010) The parts of the land affected thereby are subject to the rights granted by a Deed dated 24 February 2010 made between (1) City Aviation Properties Limited (2) North Woolwich Properties Limited (3) London City Airport Limited and (4) West Silvertown Properties Limited for a term of 8 years from 24 February 2010.

NOTE: -Copy filed under EGL291578.

- 17 (22.03.2017) A Transfer of the land in this title dated 27 February 2017 made between (1) GLA Land and Property Limited and (2) London City Airport Limited contains restrictive covenants.

NOTE: Copy filed.



C: Charges register continued

- 18 (22.03.2017) REGISTERED CHARGE contained in a First Supplemental Security Agreement dated 27 February 2017.

NOTE: Original Security Agreement dated 23 March 2016 filed under EGL240722.

- 19 (26.07.2018) Proprietor: THE ROYAL BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC083026) of 36 St. Andrew Square, Edinburgh EH2 2YB.
- 20 (22.03.2017) The proprietor of the Charge dated 27 February 2017 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.
- 21 (22.08.2017) The land edged and numbered 5 in brown on the title plan is subject for a term of 124 years from 1 January 1986, to the rights granted by a Transfer dated 12 February 2007 made between (1) City Aviation Properties Limited and others and (2) Docklands Light Railway Limited.

NOTE: Copy filed under EGL519266.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Deed dated 6 August 1990 referred to in the Charges Register:-

"THE Corporation in its capacity as freehold owner of the blue land hereby covenants with the Company that:-

(a) it will not use or permit or suffer the use of the blue land for any purpose, and

(b) it will not carry out or seek or carry out or cause or permit any other person to carry out or seek to carry out any development on the blue land

save that this shall not prevent the use or development of the blue land for purposes that are in the Corporation's view in its capacity as freehold owner of the blue land compatible with the location of the blue land within the public safety zones and for which any necessary grant of planning permission is obtained

2. THE Corporation shall not make any claim for compensation against the Company as a result of the covenant contained in this Deed

3. THE Corporation in respect of the blue land shall indemnify the Company in relation to any expenditure that may be properly and reasonably incurred by the Company pursuant to a claim for compensation which would were it not for the provisions of this clause be the responsibility of the Company to pay arising from a planning decision under Part III of the Town and Country Planning Act 1971 whereby planning permission for development of the blue land or any part or parts thereof is refused or conditions are imposed because the Civil Aviation Authority have so advised in view of the existence of the public safety zones on all or part of the blue land

4. THE Corporation hereby covenants to do or concur in doing all things necessary to enable entries relating to this Deed to be made (subject always to the overriding discretion of the Chief Land Registrar) in the Charges Register of the title numbers affected by the terms of this Deed and shall furnish the Company with details of such entries as and when made

Schedule of restrictive covenants continued

5. FOR the avoidance of doubt the expressions "the Company" and "the Corporation" shall include their successors in title and those deriving title under them and the expression "land" shall include areas of land covered by water

6. FOR the avoidance of doubt the provisions of this Deed shall apply only to the blue land and not to any other land within the public safety zones."

NOTE: The blue land referred to is tinted pink on the title plan so far as it affects the land in this title.

End of register

